

# EXHIBIT A

**INDEPENDENT CONTRACTOR/LICENSE AGREEMENT BETWEEN A & D  
INTERESTS, INC.D/B/A HEARTBREAKERS AND INDEPENDENT CONTRACTOR**

This Independent Contractor/License Agreement is entered into effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between A& D Interests, Inc. d/b/a Heartbreakers (“Licensor”) and \_\_\_\_\_ (“Licensee”).

Licensee acknowledges that she has been given the option of entering into an Employment Agreement or this Independent Contractor/License Agreement and has voluntarily chosen to enter into this Independent Contractor/License Agreement (the “Agreement”).

***Recitals:***

Licensor owns and operates a gentlemen’s club known as Heartbreakers and is willing to enter into this Agreement with Licensee on the terms and conditions contained in this Agreement.

Licensee is self-employed and desires to lease time, stage space, and stage access at Heartbreakers. Licensee desires to entertain in order to earn tip income from performances.

***1. Lease/License Period:***

The agreement shall run in thirty day cycles and is automatically renewed until the Agreement is terminated in accordance with the terms of this Agreement.

***2. License Fees:***

Licensee shall pay to Licensor the following License or Floor Fees:

**First Period:**

Mon-Fri	11:30 am or earlier	\$27
	11:31 am til 12:30 pm	\$37
	12:31 pm til 1:30 pm	\$46
	1:31 pm or later	\$57
Sat & Sun	12:00 pm or earlier	\$27
	12:01 pm til 1:00 pm	\$37
	1:01 pm til 2:00 pm	\$46
	2:01 pm or later	\$57

First period ends at 7:00 pm; however you may stay till 8:00 p.m. If you stay after 8:00 p.m. you will be charged an additional License or Floor Fee of \$27.

**Second Period:**

3:00 pm til 5:00 pm	\$37
5:01 pm or later	\$46

Second period ends at midnight; however you may stay till 2:00 am.

**Third Period:**

6:00 pm till 7:00 pm	\$27
7:01 pm til 8:00 pm	\$37
8:01 pm til 9:00 pm	\$46
9:01 pm or later	\$57

Third period ends at 2:15 am.

**2. Granting of License:**

- a. Licensee may be granted such shifts as requested by Licensee and will be required to pay the licensee fee to the Licensor during the license period.
- b. There are no required schedules and no required shifts. Licensee is not required to perform any table dances or couch dances.

**3. License Entitlement:**

- a. Licensee shall be permitted to dance, or otherwise perform, for audiences at the club at the times selected by the Licensee. All tip income is the property of the Licensee. Licensor is not obligated to make any payments to the Licensee.
- b. Licensee agrees to report any income to the Internal Revenue Service of the State, where the club is located, and pay any federal taxes. Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the Licensor on behalf of the Licensee. The Licensee shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this agreement. The Licensee shall be responsible to pay all taxes as mandated by law.
- c. Licensee represents that she is at least eighteen years old and is of sound mind and in good physical health.

**4. Costumes:**

- a. The Licensee shall supply, at her own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this agreement.
- b. Licensee agrees that she will not wear any costume which is in violation of any laws or regulations.

**5. *Obtaining a License:***

- a. Any license obligations are to be met by the Licensee and are not the responsibility of the Licensors.
- b. In order to perform at the club the Licensee must have previously met all the licensing requirements of the city and state.
- c. The Licensee represents that she has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

**6. *Parties-Relationship***

- a. Licensee acknowledges that she is not an agent, employee, partner, or joint venturer with Licensors, and has absolutely no authority to represent, or contract on behalf of the Licensors. Licensee agrees to waive any claims against Licensors that any relationship such as the relationships listed above. All tips belong to the Licensee and are not shared or reported to the Licensors.
- b. Licensee agrees to keep accurate records of all payments collected by her. In the event that there is any attempt to change the relationship of the parties from Licensee—Licensors to that of employer and employee, Licensee agrees to pay to Licensors all amounts collected by her for table dances and couch dances. Licensors shall keep track of all times scheduled by Licensee and Licensee shall cooperate with Licensors to allow Licensors to calculate the amount of payments received by Licensee.

**7. *Indemnification:***

**Licensee agrees not to hold Licensors, patron, invitee, or any person or vendor responsible for any loss or damages that occur during the time period that the Licensee is leasing space at the club or which in any way relate to any claim or loss relating to Licensee's acts or omissions arising under this Agreement. Licensee shall indemnify and hold Licensors harmless from any and all claims, liabilities, and causes of action of, to or by third parties, including Licensee herself, for injury to or death of any person and for damage to or destruction of any property resulting directly or indirectly from any and all acts or omissions of Licensee, regardless of whether the injury or death is contributed to by the negligence of the Licensors, its agents, servants and/or employees, and on behalf of Licensors and in behalf of Licensors's name will handle or defend at her cost and expense any claim or litigation thereof. This indemnity shall have no application to any claim based on the sole negligence of Licensors or its servants and employees.**

**8. Termination of Agreement:**

- a. Licensors may terminate the agreement at any time with or without notice and with or without cause.
- b. Licensee may terminate this agreement at any time with or without notice.

**9. Arbitration:**

LICENSOR AND LICENSEE AGREE THAT FOR MANY REASONS, LAWSUITS AND COURT ACTIONS ARE DISADVANTAGEOUS TO BOTH. THEREFORE THEY AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR RELATIONSHIP BETWEEN THE PARTIES, INCLUDING ANY DISPUTE RELATED TO ALLEGATIONS OF VIOLATIONS ARISING UNDER ANY STATE OR FEDERAL STATUTES, INCLUDING AND CLAIMS RELATED TO DISCRIMINATION, OVERTIME OR WAGE LAWS, AS WELL AS ANY DISPUTES RELATED TO THE VALIDITY OF THIS ARBITRATION CLAUSE SHALL BE RESOLVED BY ARBITRATION. ANY ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS RULES FOR ARBITRATION OF DISPUTES OF THIS TYPE INCLUDING IN ITS DISCRETION THE RULES RELATING EMPLOYMENT DISPUTES AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. EACH PARTY SHALL PAY ITS OWN COSTS OF ARBITRATION, EXCEPT THAT LICENSOR AGREES TO PAY FOR ONE DAY OF ARBITRATION HEARINGS. FEES ARE SUBJECT TO THE AWARD OF FEES AS PROVIDED BY LAW AND ARBITRATION RULES. IF FOR ANY REASON THE AMERICAN ARBITRATION ASSOCIATION DECLINES TO ACCEPT A CLAIM FILED UNDER THIS AGREEMENT, THEN IN THAT EVENT THE PARTIES AGREE THAT ANY CONTROVERSY OR CLAIM SHALL BE RESOLVED BY ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM. THE ONLY PARTIES TO THE ARBITRATION SHALL BE THE LICENSOR AND LICENSEE. THE PARTIES AGREE THAT ANY DISPUTE BETWEEN THEM SHALL NOT BE THE SUBJECT OF A CLASS ACTION LAWSUIT OR ARBITRATION PROCEEDING.

**10. Non-Exclusive Relationship:**

Licensors and Licensee agree that Licensee is free to perform at any other clubs.

**11. Props:**

Licensee is responsible for providing any props or costumes for her performance.

**12. No Training:**

Licensee represents that Licensee is a skilled entertainer and Licensor is not responsible for providing training or instruction on performances.

**13. Miscellaneous:**

a. This is the entire agreement between the parties and cannot be changed or modified orally. This agreement may be supplemented, amended or revised only by a writing that is signed by each of the parties.

b. If any part of this agreement is held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

c. The parties have executed this agreement at Dickinson, Texas.

d. Licensee agrees that she is an independent contractor and not an employee and waives any claims for minimum wage or for overtime compensation.

Signed the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

LICENSOR:

A & D Interests, Inc.

d/b/a Heartbreakers/The Club

By: \_\_\_\_\_

Name printed: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSEE:

\_\_\_\_\_

Name printed: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_